

**EMPLOYMENT CONTRACT
BETWEEN
THE SUSSEX-WANTAGE REGIONAL BOARD OF EDUCATION
AND
MICHAEL GALL**

This Amended Employment Contract is made this 31st day of July, 2019 between the Sussex-Wantage Regional Board of Education, which has its principal office located at 27 Bank Street, Sussex, New Jersey 07461 (hereinafter referred to as the "Board") and Michael Gall (hereinafter referred to as the "Superintendent" or "Mr. Gall").

WHEREAS, by Employment Contract dated May 9, 2018, the Board entered into a four (4) year Employment Contract with Mr. Gall to perform the duties of Superintendent of Schools for a term beginning July 1, 2018 and ending June 30, 2022; and

WHEREAS, the parties hereby rescind that contract effective July 1, 2019; and

WHEREAS, the Board and Mr. Gall are desirous of entering into a new Employment Contract to provide for a five (5) year term beginning July 1, 2019; and

WHEREAS, the parties are desirous of entering into an employment contract which sets forth the terms and conditions of the appointment; and

WHEREAS, the Executive County Superintendent has reviewed and approved, according to standards adopted by the Commissioner of Education, this Employment Contract pursuant to *N.J.S.A. 18A:7-8(j)*.

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants hereinafter set forth, the parties agree that the following paragraphs shall constitute the terms and conditions of the appointment:

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NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants hereinafter set forth, the parties agree that the following paragraphs shall constitute the terms and conditions of the appointment:

1. EMPLOYMENT TERM

The Board hereby agrees to appoint Mr. Gall as its Superintendent for administrative and educational matters for the period July 1, 2019 through June 30, 2024, subject to the non-renewal, termination, and revocation provisions contained herein.

2. DUTIES

In consideration of the employment, salary and fringe benefits established hereby, the Superintendent hereby agrees to the following:

A. To perform faithfully the duties of Superintendent of Schools for the Board and to serve as the chief school administrator in accordance with the laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing Board policies.

B. To devote the Superintendent's full time, skills, labor, and attention to this employment during the term of this Contract.

C. To assume the responsibilities for the selection, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable Board policies. The Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with *N.J.S.A. 18A:27-4.1*.

D. To study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, shall refer to him. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out his duties.

E. To discuss with the Board at scheduled meetings, any Board recommendations to study, recommend and/or take action on a matter. This requirement, however, shall not impede

the Superintendent from taking emergent action that is necessary for the safety of the District's staff and students, and which may be necessary to preserve the operations of the school district.

F. To non-renew personnel pursuant to *N.J.S.A. 18A:27-4.1*, and to provide a written statement of reasons for non-renewal upon proper request to the employee.

H. To assume responsibility for the administration of the affairs of the school district, including but not limited to programs, personnel, fiscal operations, and instructional programs. All duties and responsibilities therein will be performed and discharged by the Superintendent, or by staff, at the Superintendent's direction.

I. To have a seat on the Board and have the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Superintendent shall attend all regular and special meetings of the Board, (except where a *Rice* notice has been served upon the Superintendent notifying him that his employment will be discussed in closed session, and the Superintendent had not requested that the meeting be conducted in public, or where the Superintendent has a conflict of interest), and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the school district.

J. To suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well-being of the school district.

3. SALARY

A. For his services during the 2019-2020 school year, the Board shall pay Mr. Gall an annual salary of \$157,900.00 (includes the base salary of \$152,900.00 in addition to the \$5,000.00 additional administrative position salary increment); for the 2020-2021 school year, the Board shall pay Mr. Gall an annual salary of \$162,334.00 (includes the base salary of \$157,334.00, as increased by 2.9%, and the \$5,000.00 additional administrative position salary increment); for the 2021-2022 school year, the Board shall pay Mr. Gall an annual salary of \$166,896.78 (includes the base salary of \$161,896.78, as increased by 2.9%, and the \$5,000.00 additional administrative position salary increment); for the 2022-23 school year, the Board shall pay Mr. Gall an annual salary of \$171,591.80 (includes the base salary of \$166,591.80, as increased by 2.9%, and the \$5,000.00 additional administrative position salary increment); and for the 2023-24 school year, the Board shall pay Mr. Gall an annual salary of \$176,422.96 (includes the base salary of \$171,422.96, as increased by 2.9%, and the \$5,000.00 additional administrative position salary increment).

B. It is expressly understood that Mr. Gall shall only be entitled to the additional administrative position salary increment of \$5,000.00 if and while serving in the dual capacity as Principal. Should either party determine that Mr. Gall shall not serve in the dual capacity of Superintendent/Principal, Mr. Gall shall not be entitled to the additional \$5,000.00 increment, prorated to the effective date that his performance of Principal duties terminates.

a. Mr. Gall acknowledges and agrees that the Board may unilaterally, and with reasonable notice (which shall be a minimum of 30 days), restore Mr. Gall to the position of full-time Superintendent and reassign the duties associated with Principal to another employee. Upon such occurrence, Mr. Gall acknowledges and agrees that he shall not have

any entitlement to the \$5,000.00 additional administrative salary increment and the Board's payment of such shall immediately cease.

C. Notwithstanding the foregoing, no salary increase of any kind will take effect on July 1, 2024 unless the parties have agreed to a contract extension and that extension has been approved by the Sussex County Executive County Superintendent. Any renewal, extension, or modification of this Employment Contract shall comply with the notice provisions of *P.L.2007, c. 53, The School District Accountability Act* and *N.J.A.C. 6A:23A-3.1, et seq.*

D. No Reduction in Salary/Compensation: During the term of this Employment Contract, including any extension hereof, the Superintendent shall not be reduced in compensation and/or benefits except as otherwise provided by law.

E. In the event the salary cap regulations expire or are amended, the parties agree to negotiate a salary increase; any such salary increase shall be reflected in an addendum to this contract and shall be subject to the approval of the Executive County Superintendent, if required.

4. MERIT BONUSES

The Superintendent shall not be eligible to receive an annual merit bonus during the term of this Employment Contract, including any extensions and/or renewals.

5. VACATION/PERSONAL/SICK LEAVE

A. Vacation Leave. The Superintendent shall be entitled to an annual vacation of twenty-five (25) working days per year. All of the vacation days shall be available for the Superintendent's use on July 1st of each year of the Employment Contract. The Superintendent shall attempt to take the majority of his vacation time during periods when school is not in session, including Winter break and Spring break, and only after giving the Board President reasonable notice. The Superintendent is expected to attend to the business of the District as required for the smooth and efficient operation of the School District. If the Superintendent does not utilize

his allotted vacation time, he shall be permitted to carryover, into the subsequent year only, up to ten (10) unused days. If the Superintendent does not use the carried-over days during the subsequent year, they shall be forfeited.

School vacations do not constitute time off for the Superintendent, unless he uses his vacation leave time or the district offices are closed. The Superintendent is expected to attend to the business of the district as required for the smooth and efficient operation of the school district. The Superintendent shall document the use of accrued vacation days with the Board Secretary. The Board encourages the Superintendent to take his full vacation allotment each year.

In the event that this contract is terminated prior to its expiration, unused vacation time shall be paid on a pro-rated basis of 1.833 days accrued per month. In the event this Employment Contract is not renewed, earned but unused vacation time will be paid at the Superintendent's daily rate of 1/260 of his salary following his last day of employment. However, at the Board's discretion, should termination or non-renewal occur, the Board reserves the right to require the Superintendent to use his full vacation entitlement. The Board shall make any such payment within thirty (30) days after the Superintendent's last day of employment. If the Superintendent dies, the value of his unused, prorated vacation days will be paid to his estate.

B. Sick Leave. The Superintendent shall receive twelve (12) sick days annually. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. The Board acknowledges and agrees that as of June 30, 2019, Mr. Gall accrued 155 unused sick days during the course of his employment in the District. Upon retirement, and provided that the Superintendent has ten (10) years of service in the District, he shall be entitled to a payout for unused sick days, at a per diem rate of 1/260 of his final annual salary, to a maximum of \$15,000, in accordance with *N.J.S.A. 18A:30-3.5*.

C. Personal Leave. The Superintendent shall be entitled to two (2) personal days per school year, to attend to personal business during the school day, with full pay during the work year. Personal days may be taken during the school year with reasonable notice to the Board President. As much advance notice as possible of the request to take personal time will be given. Personal day usage shall be reflected on time-off slips filed with the Board Secretary. Personal days are non-cumulative and non-reimbursable.

D. Family Illness Days. In addition to the leave rights the Superintendent may have under federal and/or state law, he shall be permitted to take leave, without loss of pay, for up to three (3) days per school year to care for an immediate family member suffering from an illness, injury, and/or chronic condition.

6. BEREAVEMENT LEAVE

A. The Superintendent shall be entitled to a leave of absence without loss of pay following a death in the immediate family (e.g., spouse, son, daughter, father, grandparent, mother, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, and/or anyone domiciled in his household). It shall be granted for five (5) consecutive calendar days, following the date of death.

B. The Superintendent shall be entitled to three (3) days' leave of absence without loss of pay following the death of a relative outside the immediate family occurs. The Superintendent shall be entitled to one (1) day leave of absence without loss of pay following the death of someone outside of his immediate family.

7. **HOLIDAYS**

The Superintendent shall be entitled to holidays listed herein, with pay, only when schools and Board offices are closed:

- Independence Day;
- Labor Day;
- Thanksgiving Day;
- Friday after Thanksgiving;
- Christmas Eve Day;
- Christmas Day;
- New Year's Eve Day;
- New Year's Day;
- President's Day;
- Good Friday; and
- Memorial Day.

8. **PROFESSIONAL CERTIFICATION**

The Superintendent represents that he possesses a valid New Jersey Administrator's Certificate of Eligibility to perform the duties of Superintendent of Schools in the State of New Jersey. A copy of the Superintendent's Certification is attached as Exhibit "A." If the Superintendent's Administrator Certification is revoked, this agreement shall be null and void as of the date of the revocation of the certificate.

9. MEDICAL AND OTHER BENEFITS

A. The Board shall provide the Superintendent with individual or family health benefits coverage including medical, dental and prescription benefits. The Superintendent shall pay the premium costs at the Tier IV rate for all such coverage as set forth in Chapter 78, *P.L.* 2011 (passed as Senate No. 2937) and implementing regulations, and *N.J.S.A.* 18A:16-17.1. Such limitation shall in no way link this Contract with any agreement collectively negotiated with District employees. The premium shall be paid by the Superintendent through payroll deduction.

B. The Superintendent may waive coverage in any of the health benefits plans if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board. The Superintendent will not be paid for waiving his health benefits coverage.

C. The Board will provide the Superintendent with a Chromebook Computer (or other computer or tablet compatible with the District's technology program) for his use. Reasonable personal use of the Chromebook/compatible device shall be permitted. The Superintendent acknowledges and agrees that the Chromebook and all information and data stored within is and will be the property of the Sussex-Wantage Board of Education.

10. VEHICLE USE & MILEAGE REIMBURSEMENT

The Board shall reimburse the Superintendent for use of his personal vehicle in the performance of his professional duties in accordance with *P.L.* 2007, c. 53, *The School District Accountability Act*, OMB circulars and applicable regulations, *N.J.S.A.* 18A:11-12 and *N.J.A.C.* 6A:23A-7.1, *et seq.* Accordingly, the Superintendent will be required to submit receipts and requests for reimbursement pertaining to any mileage expenditures.

11. PROFESSIONAL DEVELOPMENT

a. The Superintendent shall be entitled to membership, at the Board's expense for professional dues in the following professional associations: NJASA, AASA, the Sussex County Administrators Association and/or other organizations deemed important by the Superintendent and the Board, and may subscribe to appropriate educational and/or professional publications in an amount, not to exceed, \$2,500.00 annually.

b. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences up to \$2,500 annually, and similar expenses which he may incur while discharging the duties of Superintendent in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations. (*N.J.S.A. 18A:11-12* and *N.J.A.C. 6A:23A-7, et seq.*). Such reimbursement shall comply with all applicable provisions of state and federal statutory and regulatory provisions and guidance, and with board policy. In addition to the above, the Superintendent shall be entitled to attend the annual NJSBA/NJASA/NJASBO Workshop and Convention, the annual conference of the NJASA, and NJASA Techspo at Board expense. Reimbursement or payment for such expenses shall be made in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations, and Board.

12. PROFESSIONAL LIABILITY

The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and/or employee of the Board, provided the incident, which is the subject of any such demand, claim, suit, action or legal proceeding, arose while the Superintendent was acting within the scope of his employment. The Board further agrees to cover the Superintendent under the Board's liability insurance policies.

13. SUPERINTENDENT'S SCHEDULE

The Board recognizes that the demands of the Superintendent's position require him to work long and irregular hours, and occasionally may require that he attend to district business outside of the district. Mr. Gall shall attend evening meetings as necessary, including, but not limited to, Board meetings and committee meetings, and such other evening meetings when requested by the Board or as required in the performance of his duties as Superintendent.

14. ANNUAL EVALUATION AND DISTRICT GOALS

The Board shall evaluate the performance of the Superintendent at least once a year on or before June 30th in accordance with statutes, regulations and Board policy relating to Superintendent evaluations. Each annual evaluation shall be in writing and shall represent a majority of the Board. A copy of the evaluation shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The Board may meet in closed session to discuss the evaluation and the Superintendent's performance where a *Rice* notice has been served upon the Superintendent, giving notice that the Superintendent's employment will be discussed in closed session, and the Superintendent has not requested that the meeting be conducted in public. In accordance with *N.J.A.C. 6A:10-8.1*, the evaluations shall be based upon the criteria developed by the Board in consultation with the Superintendent and shall include the goals and objectives of the district, which shall include encouragement of student achievement, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent, and such other criteria as the State Board of Education shall by regulation prescribe.

In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, and in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include specific recommendations

for improvement in all instances where the Board deems performance to be unsatisfactory. The Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the evaluation in question. On or before June 1st of each year of this Employment Contract, the Superintendent and the Board shall meet to review the evaluation format and to mutually determine the evaluation format to be used in the subsequent school year. The Superintendent shall be entitled to copies of any back-up materials utilized in the process.

The final draft of the annual evaluation shall be adopted by the Board by June 30 of each year of this Employment Contract. The Superintendent shall propose a schedule for evaluation for the next year to the Board President.

Within sixty (60) days of the execution of this Employment Contract, the parties shall meet to establish the district's goals and objectives for the 2019-2020 school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated, as hereinafter provided. On, or prior to, September 1st of each succeeding school year, the parties will meet to establish the district's goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described.

The parties also agree that the Board shall not hold any discussions regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance, is given the opportunity to address the Board in closed session, and is permitted to have a representative of his choosing speak on his behalf. In addition, the Board shall not hold any discussions with regard to the Superintendent's performance, or that may adversely affect the Superintendent's employment, in public session, unless the Superintendent requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

15. TERMINATION OF EMPLOYMENT CONTRACT

A. This Employment Contract shall terminate under any one of the following circumstances:

- (1) Failure to possess/obtain proper certification;
- (2) Revocation or suspension of the Superintendent's certificate, in which case this Employment Contract shall be null and void as of the date of revocation, as required by *N.J.S.A. 18A:17-15.1*;
- (3) Forfeiture under *N.J.S.A. 2C:51-2*;
- (4) Mutual agreement of the parties;
- (5) Notification in writing by the Board to the Superintendent, by January 1, 2024 of the Board's intent not to renew this Employment Contract; or
- (6) Material misrepresentation of employment history, educational and professional credentials, and criminal background, subject to *N.J.S.A. 18A:6-10, et seq.*

B. In the event the Superintendent is arrested and charged with a criminal offense, which could result in forfeiture under *N.J.S.A. 2C:51-2* or *N.J.S.A. 18A:6-7.1*, the Board reserves the right to suspend him pending resolution of the criminal charges. Such suspensions shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment, unless the Board certifies contractual tenure charges.

C. Nothing in this Employment Contract shall affect the Board's rights with regard to suspension under *N.J.S.A. 18A:6-8.3* and applicable case law.

D. The Superintendent may terminate this Employment Contract upon at least ninety (90) calendar days' written notice to the Board, filed with the Board Secretary, of his intention to resign.

E. The Superintendent shall not be dismissed or reduced in compensation during the term of this Employment Contract, except as authorized by this Employment Contract, *N.J.S.A.*

18A:17-20.2 and *N.J.S.A. 18A:17-20.2a*, provided, however, that the Board shall have the authority to relieve the Superintendent of the performance of his duties in accordance with *N.J.S.A. 18A:27-9*.

F. Early termination of this Contract in accordance with *N.J.A.C. 6A:23A-3.2*; however, any such early termination agreement shall not provide compensation in excess of three (3) months' salary for each year remaining on this Contract, not to exceed 12 months, or the remaining salary due to completion of this Contract, whichever is less, minus compensation from any and all other comparable professional employment. The parties understand that any early termination must comply with the provisions of *P.L. 2007, c. 53, The School District Accountability Act*.

G. It is understood that the Superintendent must make a good faith effort to find comparable professional employment elsewhere as soon as possible and prior to the expiration date of the within Contract. The salary received by the Superintendent in such employment shall be deducted from the payments made to the Superintendent by the Board. Insurance benefits will be adjusted to reflect coverage, if any, in the new position.

H. Mr. Gall shall retain tenure and shall continue to accrue seniority in all prior positions held within the district throughout the life of this Contract. Mr. Gall will be provided with the opportunity to return to a principal position at full-time for any of the reasons listed below or as prescribed by New Jersey Tenure and Seniority laws: (i) the Board non-renews this Employment Contract in accordance with Renewal-Nonrenewal Section below and/or otherwise fails to offer Mr. Gall a successor contract; (ii) this Employment Contract is found to be invalid by the Commissioner, the Executive County Superintendent, or a court of law; or (iii) a mutual agreement between the Board and Mr. Gall.

I. In the event Mr. Gall returns to his principal position, he will return with all the benefits and perquisites of other existing administrator association members. His salary upon return will be equal to the salary he would have received had he continued in that role in accordance with the applicable collective negotiations agreement and the terms contained therein. Throughout this contract Mr. Gall shall retain all tenure rights, and continue to accrue seniority to all prior positions held within the district.

16. RENEWAL – NON RENEWAL

Upon Executive County Superintendent's review and approval, his Employment Contract shall automatically renew for a term of five (5) years, expiring June 30, 2029, unless either of the following occurs:

- A. The Board, by contract, reappoints the Superintendent for a different term allowable by law; or
- B. The Board notifies the Superintendent in writing, on or prior to January 1, 2024, that he will not be reappointed at the end of the current term, in which case his employment in the position of Superintendent shall cease upon the expiration of this Employment Contract.

17. GOVERNING LAW AND CONFLICTS

This Employment Contract is subject to Title 18A of the New Jersey Statutes and Title 6A of the New Jersey Administrative Code, as such applicable statutes and. In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies, or any permissive State or Federal law, then, unless otherwise prohibited by law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of this Employment Contract.

18. SAVINGS CLAUSE

If, during the term of this Employment Contract, it is found a specific clause of the Employment Contract is illegal, the remainder of the Employment Contract not affected by such a ruling shall remain in force. The parties hereto represent to each other that they fully understand the terms and conditions of this Employment Contract, and agree to be bound by same pursuant to the rules and regulations of the Department of Education and the laws of the State of New Jersey.

19. MODIFICATION CLAUSE

This Employment Contract may not be modified, amended or waived except by a written instrument duly executed by both parties and review and approval by the Executive County Superintendent. New Jersey law shall govern the execution, delivery, interpretation, performance and the enforcement of this Employment Contract. Any amendments to this Employment Contract shall not create a new contract or contract term but shall only constitute an amendment to the existing Employment Contract.

20. INDEMNIFICATION

Mr. Gall shall be accorded all of the statutory protections related to the indemnification of school district officers and employees as set forth in *N.J.S.A. 18A:16-6* and *N.J.S.A. 18A:16-6.1*, insofar as permitted by law.

21. COMPLETE AGREEMENT

This Employment Contract embodies the entire agreement between the parties and cannot be varied except by written agreement of the parties.

22. RELEASE OF PERSONNEL INFORMATION AND PERSONNEL RECORDS

The Superintendent shall have the right, upon request, to review the contents of his personnel file and to receive one copy at the Board's expense of any documents contained therein. He shall be entitled to have a representative accompany him during such review. At least once every year.

No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in his personnel file unless he has had an opportunity to review the material. The Superintendent shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Superintendent shall also have the right to submit a written answer to such material.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Employment Contract to be duly executed by the Board President and on the date shown below and the Board Secretary/School Business Administrator has caused the corporate seal to be affixed hereto on the same date.

WITNESS:

Christina Riker, Business Administrator/
Board Secretary

Nicholas D'Agostino,
School Board President

DATED: _____

DATED: _____

WITNESS:

Christina Riker, Board Administrator/
Board Secretary

Michael Gall
Superintendent of Schools

DATED: _____

DATED: _____